



BROOKFIELD INFRASTRUCTURE PARTNERS LIMITED
NOMINATING AND GOVERNANCE COMMITTEE CHARTER

Revised February 2011

A committee of the board of directors (the "Board") of Brookfield Infrastructure Partners Limited (the "Managing General Partner"), the general partner of Brookfield Infrastructure Partners L.P. (the "Partnership"), to be known as the Nominating and Governance Committee (the "Committee") shall have the following terms of reference:

MEMBERSHIP AND CHAIRPERSON

Following each annual meeting of shareholders of the Managing General Partner, the Board shall appoint two or more directors (the "Members" and each a "Member") to serve on the Committee until the close of the next annual meeting of shareholders of the Managing General Partner or until the Member ceases to be a director, resigns or is replaced, whichever occurs first.

Any Member may be removed, with or without cause, from office or replaced at any time by the Board. All Members will be Independent Directors (as defined below). Not more than fifty per cent of the Members may be residents of any one jurisdiction (other than Bermuda and any other jurisdiction designated by the Board from time to time).

The Board shall appoint one Member as the chairperson of the Committee. If the Board fails to appoint a chairperson, the Members of the Committee shall elect a chairperson by majority vote to serve at the pleasure of the majority. If the chairperson is absent from a meeting, the Members shall select a chairperson from those in attendance to act as chairperson of the meeting.

RESPONSIBILITIES

The Committee shall:

- (a) consider from time to time the appropriate size and composition of the Board and its committees, and submit recommendations on the number of Board positions to be filled (subject to any rights regarding the selection of directors through contractual commitments of the Partnership or otherwise) and the overall composition of the Board taking into consideration the business experience and specific areas of expertise of each current director;
- (b) develop and maintain a Board succession plan that is responsive to the needs and interests of the Managing General Partner and its securityholders;
- (c) establish the qualifications (consistent with any criteria approved by the Board) for new directors and procedures for identifying possible nominees who meet these criteria;
- (d) review and assess the qualifications of persons proposed for appointment or election to the Board and submit to the Board for consideration and decision, consistent with any criteria approved by the Board, the names of persons to be nominated for election as directors at the annual meeting of shareholders of the Managing General Partner, or to be appointed to fill vacancies between annual meetings of shareholders of the Managing

- General Partner and assess whether these candidates would be considered Independent Directors;
- (e) be available as a forum for addressing the concerns of individual directors;
 - (f) confirm that procedures are in place and resources are made available to provide new directors with a proper orientation to both the Managing General Partner and their responsibilities and duties as directors and to provide directors with appropriate continuing education opportunities;
 - (g) together with the Chairman of the Board, establish a process for reviewing directors' performance and oversee the evaluation of the Board and the Manager;
 - (h) periodically review the adequacy and form of director's compensation and make recommendations to the Board where appropriate;
 - (i) review the program of the Board for each year, and the methods and processes to be pursued in carrying out this program, including:
 - (i) the frequency and content of meetings and the requirement for any special meetings;
 - (ii) the foreseeable issues to be presented to the Board at its meeting, including a list of perspective topics for presentation and discussion;
 - (iii) the material to be provided to directors generally and with respect to meetings of the Board or its committees;
 - (iv) communication process between the Board and the Manager, including monitoring the quality of the relationship between the Manager and the Board and recommending improvements as may be deemed necessary or advisable; and
 - (v) the disclosure required concerning corporate governance to be contained in public disclosure documents of the Partnership;
 - (j) report on an annual basis on the effectiveness of the performance of the Board as a whole, including specifically reviewing areas in which the Board's effectiveness may be enhanced taking into account suggestions of the Board;
 - (k) develop charters for any new committees established by the Board and annually review the charters of each existing committee and recommend any amendments to the Board, where appropriate;
 - (l) periodically review the position description for the Chairman of the Board (if any) and recommend any amendments to the Board, where appropriate;
 - (m) review and recommend the implementation of structures and procedures to facilitate the Board's independence from the Manager and to avoid conflicts of interest;
 - (n) monitor relationships between the Manager and the Board, and recommend procedures to allow directors to have access to, and an effective relationship with, the Manager;
 - (o) review all significant proposed related party transactions and situations involving a potential conflict of interest that are not required to be dealt with by an "independent special committee" pursuant to securities law rules subject to the guidelines, policies or

procedures that are approved by the Independent Directors from time to time with respect to matters that may give rise to a conflict of interest or potential conflict of interest (the “Conflicts Guidelines”) (where appropriate under applicable laws, the Committee may sit as an independent special committee);

- (p) review and assess the Partnership’s code of conduct and ethics (“Code”) to confirm that it addresses, among other things, conflicts of interest, corporate opportunities, confidentiality, fair dealing, protection and proper use of the Partnership’s assets, compliance with applicable laws, rules and regulations (including insider trading laws) and the reporting of illegal or unethical behaviour, and establishes mechanisms to facilitate the effective operation of the Code and the Conflicts Guidelines and the granting of waivers of the Code;
- (q) approve any waivers of the Code sought by directors or members of the Manager and confirm that any waivers of the Code for directors or members of the Manager are promptly disclosed to unitholders of the Partnership; and
- (r) review and make recommendations to the Board with respect to the Managing General Partner’s overall approach to corporate governance.

REPORTING

The Committee will regularly report to the Board on the Committee’s proceedings, reviews, undertakings and any associated recommendations from time to time as shall be deemed advisable, but in any event not less than once each financial year.

REVIEW AND DISCLOSURE

The Committee will review this Charter at least annually and submit it to the Board for approval together with such amendments as it deems necessary and appropriate.

This Charter will be posted on the Partnership’s website and the annual report of the Partnership will state that this Charter is available on the website or is available in print to any unitholder who requests a copy.

ASSESSMENT

The effectiveness of the Committee in fulfilling its responsibilities set out in this Charter will be reviewed at least annually by the Board.

ACCESS TO OUTSIDE ADVISORS

The Committee may retain any outside advisor, including legal counsel, at the expense of the Partnership, without the Board’s approval, at any time. The Committee has the authority to determine any such advisor’s fees.

MEETINGS

Meetings of the Committee may be called by any Member or by the Secretary of the Managing General Partner. Meetings will be held in conjunction with regularly scheduled Board meetings as are necessary for the Committee to fulfill its responsibilities. The Committee shall appoint a secretary (who may be the Secretary of the Managing General Partner) to be the secretary of each meeting of the Committee and to maintain minutes of the meeting and deliberations of the Committee.

The powers of the Committee shall be exercisable at a meeting at which a quorum is present. A quorum shall be not less than a majority of the Members from time to time. Matters decided by the Committee shall be decided by majority vote.

Notice of each meeting shall be given to each Member and to the Chairman of the Board. Notice of meeting may be given orally or by letter, facsimile or telephone not less than 24 hours before the time fixed for the meeting. Members may waive notice of any meeting and attendance at a meeting is deemed waiver of notice. The notice need not state the purpose or purposes for which the meeting is being held.

The Committee may invite from time to time such persons as it may see fit to attend its meetings and to take part in discussion and consideration of the affairs of the Committee.

DEFINITIONS

Capitalized terms used in this Charter and not otherwise defined have the meaning attributed to them below:

“affiliate” of any person means any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such person.

“BAM” means Brookfield Asset Management Inc.

“BAM Group” means BAM and any affiliates of BAM, other than any member of the BIP Group.

“BIP Group” means the Partnership, the Infrastructure Partnership, the Holding Entities, the operating entities and any other direct or indirect subsidiary of any Holding Entity.

“Holding Entities” means the subsidiaries of the Infrastructure Partnership, from time to time, through which it indirectly holds all of the Partnership’s interests in the operating entities.

“Independent Director” means a director who has been affirmatively determined by the Board to have no material relationship with the Managing General Partner, any other member of the BAM Group or any member of the BIP Group, either directly or as a partner, shareholder or officer of an organization that has a relationship with any such entity. In addition to any other requirement of applicable securities laws or stock exchange provisions, a director who:

- (a) is or was an employee or executive officer, or whose immediate family member is or was an executive officer, of the Managing General Partner, any other member of the BAM Group or any member of the BIP Group is not independent until three years after the end of such employment relationship;
- (b) is receiving or has received, or whose immediate family member is receiving or has received, during any 12-month period within the last three years more than US\$120,000 in direct compensation from the Managing General Partner, any other member of the BAM Group or any member of the BIP Group, other than director and committee fees and pension or other forms of deferred compensation for prior

service (provided such compensation is not contingent in any way on continued service), is not independent;

- (c) is or was affiliated with or employed by, or whose immediate family member is or was employed in a professional capacity by, a present or former internal or external auditor of the Managing General Partner, any other member of the BAM Group or any member of the BIP Group is not independent until three years after the end of the affiliation or employment relationship with the auditor;
- (d) is or was employed as, or whose immediate family member is or was employed as, an executive officer of another company (or its parent or a subsidiary) where any of the present (at the time of review) executive officers of the Manager, the Managing General Partner, any other member of the BAM Group or any member of the BIP Group serve or served on that company's (or its parent's or a subsidiary's) compensation committee is not independent until three years after the end of such service or the employment relationship; and
- (e) is an executive officer or an employee of, or whose immediate family member is an executive officer of, another company (or its parent or a subsidiary) that has made payments to, or received payments from, the Managing General Partner, any other member of the BAM Group or any member of the BIP Group for property or services in an amount which, in any of the last three fiscal years exceeds the greater of US\$1 million or 2% of such other company's consolidated gross revenues, in each case, is not independent until three years after falling below such threshold.

"Infrastructure Partnership" means Brookfield Infrastructure L.P.

"Manager" means Brookfield Infrastructure Group Corporation, Brookfield Asset Management Barbados Inc. and other affiliates of BAM that provide services pursuant to the Master Services Agreement or any other service agreement or arrangement that is contemplated by the Master Services Agreement.

"Master Services Agreement" means the master services agreement among the Partnership, the Manager, Infrastructure Partnership and the Holding Entities.

"operating entities" means any entities which, from time to time, directly or indirectly hold the operations and/or infrastructure assets of the Partnership.

The Board reviewed and adopted this Charter on December 4, 2007 and further reviewed and revised this Charter on February 3, 2011.